

[REDACTED]

GREG ABBOTT

\$ [REDACTED]

VS.

\$ [REDACTED]

ROY W. MOORE, ET AL

\$ [REDACTED]

GENERAL RELEASE AND INDEMNITY AGREEMENT

THE STATE OF TEXAS \$

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS \$

THAT the undersigned, GREG W. ABBOTT, for and in consideration of the following:

1. The sum of THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00) cash (hereinafter referred to as the "Present Cash Payment") in hand paid to the undersigned, GREG W. ABBOTT; and
2. The Agreement by and on behalf of the insuror of The Davey Tree Expert Company to make future payments (hereinafter referred to as the "Future Payments") in accordance with the provisions of this Release as hereinafter set forth,

the receipt and sufficiency of all of which are hereby confessed and acknowledged by said undersigned for himself individually and his respective heirs, executors, administrators and assigns, has generally RELEASED, ACQUITTED AND DISCHARGED, and by these presents does generally RELEASE, ACQUIT AND FOREVER DISCHARGE the following persons and parties (hereinafter referred to as the "Released Parties"), to-wit:

- (a) ROY W. MOORE, his heirs, executors, administrators, assigns and legal representatives; and his public liability insurance carrier, UNITED STATES FIDELITY & GUARANTY COMPANY, its officers, directors, agents, employees, successors, assigns and legal representatives; and
- (b) THE DAVEY TREE EXPERT COMPANY and its public liability insurance carriers, THE AETNA CASUALTY AND SURETY COMPANY and MISSION INSURANCE COMPANY, and their respective officers, directors, agents, employees, successors, assigns and legal representatives

of and from any and all past, present or future claims, demands, obligations, actions, causes of action, wrongful death claims, rights, damages, costs, losses of services, expenses and compensation of any nature whatsoever, whether based on tort, contract or any other theory of recovery, and whether for compensation or punitive damages, which the said undersigned now has, or which may hereafter accrue or otherwise be acquired, on account of, or in any way growing out of an accident involving the said GREG W. ABBOTT occurring on or about the 14th day of July, 1984, at or about the premises located at 2342 Inwood Drive in the City of Houston, Harris County, Texas, for a more precise description of which, reference is here made to the pleadings on file in [REDACTED], styled "Greg Abbott vs. Roy W. Moore, Et Al", in the [REDACTED]

[REDACTED]. This Release includes, without limitation, any and all known or unknown claims for bodily and personal injuries to the said GREG W. ABBOTT, or any future wrongful death claim of the said GREG W. ABBOTT'S representative, which have resulted, or may result from the alleged acts or omissions of the Defendants in the aforesaid [REDACTED], and it constitutes a fully binding and complete settlement between the said undersigned and the Released Parties.

It is UNDERSTOOD AND AGREED that the Future Payments referred to above are to be made by THE AETNA CASUALTY AND SURETY COMPANY, an insuror of The Davey Tree Expert Company, to the said GREG W. ABBOTT and to his attorney, DON R. RTIDDLE, in the following amounts and in the following manner, to-wit:

THE GREG W. ABBOTT MONTHLY PAYMENTS

The sum of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) per month, beginning the first day of November, 1986, such monthly payments to be increased on the first day of November of each succeeding calendar year thereafter at the rate of four percent (4%) per annum, compounded annually. Such payments shall continue for a guaranteed period of two hundred forty (240) months, and thereafter during the lifetime of the said GREG W. ABBOTT.

THE GREG W. ABBOTT PERIODIC PAYMENTS

The sum of ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) on November 1, 1989;
The sum of ONE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$125,000.00) on November 1, 1992;
The sum of ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00) on November 1, 1995;
The sum of ONE HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$175,000.00) on November 1, 1998;
The sum of TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00) on November 1, 2001;
The sum of TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00) on November 1, 2004;
The sum of THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00) on November 1, 2007;
The sum of THREE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$350,000.00) on November 1, 2010;
The sum of FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$400,000.00) on November 1, 2013;
The sum of FOUR HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$450,000.00) on November 1, 2016;
The sum of FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) on November 1, 2019;
The sum of SEVEN HUNDRED FORTY THOUSAND AND TWENTY AND NO/100 DOLLARS (\$740,020.00) on November 1, 2022.

The sum of TWO HUNDRED TWENTY-TWO THOUSAND ONE HUNDRED TWELVE AND NO/100 DOLLARS (\$222,112.00) on November 1, 1987, and a like amount on the 1st day of November, 1988.

THE DON R. RIDDLE, ATTORNEY PERIODIC PAYMENTS

The sum of TWO HUNDRED TWENTY-TWO THOUSAND ONE HUNDRED TWELVE AND NO/100 DOLLARS (\$222,112.00) on November 1st, 1989, and a like amount on the first day of November of each of the four (4) succeeding years thereafter, to and including the year 1993.

In the event GREG W. ABBOTT should die before the above described GREG W. ABBOTT Monthly Payments have been received by him or for his use and benefit for a term of Two Hundred Forty (240) months, and before the above described GREG W. ABBOTT Periodic Payments have been received by him or for his use and benefit, as scheduled, then and in that event, the GREG W. ABBOTT Monthly Payments shall continue as

scheduled above for the remainder of the Two Hundred Forty (240) month term, and the above described GREG W. ABBOTT Periodic Payments shall continue as scheduled, which payments shall be made to the Estate of GREG W. ABBOTT, upon proof of death being furnished to the insurance company making the payments; but should the said GREG W. ABBOTT die prior to the expiration of Two Hundred Forty (240) months, or prior to receiving all of the GREG W. ABBOTT Periodic Payments, then in no event shall either the guaranteed GREG W. ABBOTT Monthly Payments or the GREG W. ABBOTT Periodic Payments be accelerated, nor shall the GREG W. ABBOTT Monthly Payments be extended beyond the Two Hundred Forty (240) month period ending on the 1st day of October, 2006.

In the event DON R. RIDDLE should die before the above described DON R. RIDDLE, ATTORNEY, Periodic Payments have been received by him, or for his use and benefit as scheduled, then and in that event, the above described DON R. RIDDLE, ATTORNEY, Periodic Payments shall continue as scheduled, which payments shall be made to the Estate of DON R. RIDDLE upon proof of death being furnished to the insurance company making the payments; but in no event shall the DON R. RIDDLE, ATTORNEY Periodic Payments be accelerated.

It is further UNDERSTOOD AND AGREED that THE AETNA CASUALTY AND SURETY COMPANY, within its sole discretion, may cause the Future Payments to be made as described above by purchasing, with its own funds and funds contributed by the other insurance companies hereinabove identified, and owning Annuity Contracts pursuant to the law governing structured settlements, I.R.C. §104(a)(2), Rev. Rul. 79-220, 1979-2 C.B.74. It is further UNDERSTOOD AND AGREED that any Annuity Contracts purchased to make the Future Payments will be purchased, owned and held by THE AETNA CASUALTY AND

SURETY COMPANY, and that the undersigned or his attorneys, in any of their capacities, and their estates, shall not acquire any ownership interest in said Annuity Contracts, and that all payments from and on behalf of THE AETNA CASUALTY AND SURETY COMPANY (including any payments under any Annuity Contracts purchased and owned by THE AETNA CASUALTY AND SURETY COMPANY), are being made because of the injuries and damages suffered and sustained by the said GREG W. ABBOTT in the accident hereinabove described, and the continuing and ongoing damages which will be suffered and sustained by him in the future.

For the same considerations hereinabove recited, the said undersigned COVENANTS AND AGREES to protect, indemnify and hold forever harmless the Released Parties from and against any and all claims, demands, debts, actions or causes of action of whatsoever kind and character, including all loss, cost, damage or expense directly or indirectly incurred in connection therewith, that may hereafter be made or brought against the Released Parties by anyone else whomsoever in consequence of the hereinabove described accident.

It is further UNDERSTOOD AND AGREED that the Release herein provided is a General Release, and the said undersigned expressly waives and assumes the risk of any and all claims for damages which exist as of the date hereof, but of which said undersigned does not know or suspect to exist, whether through ignorance, oversight, error, negligence or otherwise, and which, if known, would materially affect said undersigned's decision to enter into this Agreement. Said undersigned further agrees that he has accepted payment of the sums specified herein as a complete compromise of matters involving disputed issues of law and fact, and he

assumes the risk that the facts or law may be otherwise than he believes.

It is further UNDERSTOOD AND AGREED that by the payment of the Present Cash Payment and the Future Payments, or the purchase of Annuity Contracts to make Future Payments as hereinabove recited, the Released Parties do not admit liability of any kind whatsoever, and have made no representations as to liability, and have made no agreements or promises to do or omit to do any act or thing not specifically set forth herein.

Said undersigned further expressly warrants and represents to the Released Parties, in consideration of the Present Cash Payment and the Future Payments hereinabove set forth that, except for attorneys' fees, no other person or entity has or has had any interest in the claims, demands, obligations or causes of action referred to in this agreement, except as otherwise set forth herein, and that he has the sole right and exclusive authority to execute this agreement, and to receive the sums specified herein; that he has not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in this Agreement; that before executing this Agreement, he has fully informed himself of its terms, contents, conditions and effects; that in making this Settlement Agreement, no promises or representations of any kind have been made to him by the Released Parties or anyone acting for them, except as is expressly stated in this Agreement; that he has relied solely and exclusively upon his own judgment; and that he fully understands that the Present Cash Payment and the Future Payments described above is all the money that will ever be paid to him or to anyone else by or in behalf of the Released Parties, as a

result of the injuries sustained in the above described accident.

It is further UNDERSTOOD AND AGREED that this Agreement extends to and includes the above described [REDACTED], and that a judgment will be entered therein that the undersigned, as Plaintiff, take nothing against the Defendants, and that Court Costs are to be paid by the Defendants.

It is further UNDERSTOOD AND AGREED that this Agreement will be construed and interpreted in accordance with the laws of the State of Texas.

WITNESS the execution hereof on this, the 24 day of September, 1986.

Greg W. Abbott
GREG W. ABBOTT

THE AETNA CASUALTY AND SURETY
COMPANY

BY: Jamie Wat

THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared GREG W. ABBOTT, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this, the 24th day of September, 1986.

Dorothy Fry
Notary Public in and for
Harris County, T e x a s

My Commission Expires:

